

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **SYSTEM AND METHOD FOR THIN PROCEDURAL MULTIMEDIA PLAYER RUN-TIME ENGINE HAVING APPLICATION PROGRAM LEVEL COOPERATIVE MULTI-THREADING AND CONSTRAINED RESOURCE RETRY WITH ANTI-STALL FEATURES**, the specification of which

(check one) ☒ is attached hereto.
☐ was filed on _____
 Application Serial No. _____
 and was amended on _____
 (if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
<u>none</u>			<input type="checkbox"/>	<input type="checkbox"/>
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
<u> </u>	<u> </u>	<u> </u>	<input type="checkbox"/>	<input type="checkbox"/>
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>09/627,357</u>	<u>07/28/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
<u>09/627,645</u>	<u>07/28/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
<u>09/627,358</u>	<u>07/28/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
<u>09/628,205</u>	<u>07/28/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)

I hereby claim the benefit under Title 35, United States Code, §119(e) of any United States provisional applications listed below:

none
 (Application Serial No.) (Filing Date)

I hereby appoint the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith: Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Donald N. Macintosh, Reg. No. 20,316; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Richard E. Backus, Reg. No. 22,701; James A. Sheridan, Reg. No. 25,435; Robert B. Chickering, Reg. No. 24,286; Richard F. Trecartin, Reg. No. 31,801; Steven F. Caserza, Reg. No. 29,780; Michael A. Kaufman, Reg. No. 32,988; Edward N. Bachand, Reg. No. 37,085; R. Michael Ananian, Reg. No. 35,050; Robin M. Silva, Reg. No. 38,304; Maria S. Swiatek, Reg. No. 37,244; provided that if any one of said attorneys ceases being affiliated with the law firm of Flehr Hohbach Test Albritton & Herbert, LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Direct all telephone calls to R. Michael Ananian at (415) 781-1989.

Address all correspondence to:

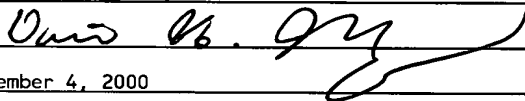
FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP
Suite 3400, Four Embarcadero Center
San Francisco, California 94111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or
first inventor:

Daniel H. Illowsky

Inventor's signature:



Date:

November 4, 2000

Residence:

Cupertino, California

Citizenship:

UNITED STATES

Post Office Address:

21363 Dexter Drive

Cupertino, California 95014

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel H. Illowsky

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: November 4, 2000

2. Name and address of receiving party(ies):

StoryMail.net
15729 Los Gatos Boulevard
Los Gatos, California 95032

Additional name(s) & address(es) attached?
☐ Yes ☒ No



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: November 4, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

R. Michael Ananian
FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP
4 Embarcadero Center #3400
San Francisco, CA 94111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41):.....\$40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-69999/RMA

11/08/2000 HLE333 00000020 09706616

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40.00 OP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Michael Ananian

Name of Person Signing

R. Michael Ananian

Signature

November 4, 2000

Date

Total number of pages including cover sheet, attachments and document: [3]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. A-69999/RMA

ASSIGNMENT

WHEREAS, **DANIEL H. ILLOWSKY** of **Cupertino, California** has invented certain new and useful improvements in **SYSTEM AND METHOD FOR THIN PROCEDURAL MULTIMEDIA PLAYER RUN-TIME ENGINE HAVING APPLICATION PROGRAM LEVEL COOPERATIVE MULTI-THREADING AND CONSTRAINED RESOURCE RETRY WITH ANTI-STALL FEATURES** and has executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, **StoryMail.net**, a corporation of the State of **California**, having a place of business at **15729 Los Gatos Boulevard, Los Gatos, California 95032**, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, for a valuable consideration receipt whereof is hereby acknowledged:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any

applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date set forth below:

November 4, 2000
Date



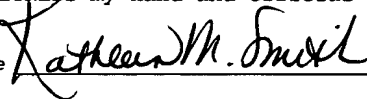
DANIEL H. ILLOWSKY

State of California)
County of Santa Clara)

On November 4, 2000, before me, Kathleen M. Smith, Notary Public of the State of California, personally appeared DANIEL H. ILLOWSKY, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



Kathleen M. Smith

(Seal)